

U.S. ENVIRONMENTAL PROTECTION AGENCY GRANT AGREEMENT/AMENDMENT				GRANT IDENTIFICATION NO.									
				0 0 6 1 0 2 2 1 4 0									
CHECK APPLICABLE ITEM(S)				DATE OF AWARD (Obligation date)									
<input type="checkbox"/> GRANT AGREEMENT				1 2 JUL 1979									
<input type="checkbox"/> GRANT AMENDMENT				TYPE OF ACTION									
<input checked="" type="checkbox"/> SUBSEQUENT RELATED PROJECT (HWT)				CONTINUATION									
PART I-GENERAL INFORMATION													
1. GRANT PROGRAM Construction Grants				2. STATUTE REFERENCE PL 92-500				3. REGULATION REFERENCE 40 CFR 35					
4. GRANTEE ORGANIZATION													
a. NAME SEWER AUTHORITY MID-COAST							c. ADDRESS 501 MAIN STREET HALF MOON BAY, CA 94019						
b. EMPLOYER I.D. NO. (EIN)													
5. PROJECT MANAGER (Grantee Contact)													
a. NAME FRED MORTENSEN							d. ADDRESS 501 MAIN STREET HALF MOON BAY, CA 94019						
b. TITLE GENERAL MANAGER													
c. TELEPHONE NO. (Include Area Code) (415) 726-5566													
6. PROJECT OFFICER (SWRCB Contact)													
a. NAME JIM TJOSVOLD							d. ADDRESS State Water Resources Control Board Division of Water Quality Contracts Administration Unit P.O. Box 100 Sacramento, CA 95801						
b. TITLE PROJECT COORDINATOR													
c. TELEPHONE NO. (Include Area Code) (916) 322-6487													
7. PROJECT TITLE AND DESCRIPTION CONSTRUCTION OF AN OCEAN OUTFALL (UNIT 4).													
												PROJECT STEP (HWT) 3	
8. DURATION													
PROJECT PERIOD (Dates) AWARD - 10/30/80							BUDGET PERIOD (Dates)						
9. DOLLAR AMOUNTS													
TOTAL PROJECT COSTS								EPA GRANT AMOUNT (In-Kind Amt. _____) \$2,624,250					
TOTAL ELIGIBLE COSTS (HWT)				\$3,499,000				UNEXPENDED PRIOR YR. BAL. (EPA Funds)					
TOTAL BUDGET PERIOD COSTS								THIS ACTION (This obligation amount) \$2,624,250					
10. ACCOUNTING DATA													
APPROPRIATION		DOC CONTROL NO.		ACCOUNT NO.		OBJ CLASS		AMOUNT CHARGED					
68X0103		C00184		Y779092002		41. 11		\$2,624,250					
11. PAYMENT METHOD							12. PAYEE (Name and mailing address. Include ZIP Code)						
<input type="checkbox"/> ADVANCES (____ % of award) <input checked="" type="checkbox"/> REIMBURSEMENT <input type="checkbox"/> OTHER _____							Grantee Organization						
SEND PAYMENT REQUEST TO SWRCB, Div. Water Quality, Payments Unit, P.O. Box 100, Sacto., CA 95801													

PART II - APPROVED BUDGET

TABLE A -- OBJECT CLASS CATEGORY
(Non-construction)TOTAL APPROVED ALLOWABLE
BUDGET PERIOD COST

1. PERSONNEL	
2. FRINGE BENEFITS	
3. TRAVEL	
4. EQUIPMENT	
5. SUPPLIES	
6. CONTRACTUAL	
7. CONSTRUCTION	
8. OTHER	
9. TOTAL DIRECT CHARGES	
10. INDIRECT COSTS: RATE % BASE	
11. TOTAL (Share: Grantee _____ % Federal _____ %)	
12. TOTAL APPROVED GRANT AMOUNT	\$

TABLE B -- PROGRAM ELEMENT CLASSIFICATION
(Non-construction)

1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10. TOTAL (Share: Grantee _____ % Federal _____ %)	
11. TOTAL APPROVED GRANT AMOUNT	\$

TABLE C -- PROGRAM ELEMENT CLASSIFICATION
(Construction)

1. CONSTRUCTION AND PROJECT COSTS	\$2,961,530
2. ADMINISTRATIVE EXPENSES	27,000
3. LAND, STRUCTURES, RIGHT-OF-WAY	
4. CONSULTANT ARCH./ENGR. FEES	214,000
5. GRANTEE ARCH./ENGR. FEES (FORCE ACCOUNT)	
6. EQUIPMENT	296,470
7. CONTINGENCIES	
8. RELOCATION PAYMENTS	
9. INDIRECT COSTS	
10. SUBTOTAL	
11. GRANT PROCESSING FEE	
12. TOTAL (Share: Grantee <u>12.5</u> % Federal <u>75</u> % State <u>12.5</u> %)	\$3,499,000
13. TOTAL APPROVED GRANT AMOUNT	\$2,624,250

PART III - GRANT CONDITIONS

a. General Conditions:

The grantee covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this grant, in accordance with all applicable provisions of 40 CFR Chapter I, Subpart B. The grantee warrants, represents, and agrees that it, and its contractors, subcontractors, employees and representatives, will comply with: (1) all applicable provisions of 40 CFR Chapter I, Subchapter B, INCLUDING BUT NOT LIMITED TO the provisions of Appendix A to 40 CFR Part 30, and (2) any special conditions set forth in this grant agreement or any grant amendment pursuant to 40 CFR 30.425.

b. Special Conditions:

1. All architectural/engineering subagreements must comply with regulations published in the Federal Register on September 27, 1978, and as further explained in State Water Resources Control Board Clean Water Grant Bulletins 29A through 29H.

The Grantee shall award such subagreements which are expected to exceed \$10,000 prior to the commencement of any services. Subagreements not exceeding \$100,000 shall be submitted within 30 days of their award and must be approved before the first grant payment can be made. Any subagreements expected to exceed \$100,000 must be submitted and approved prior to the award of the subagreement.

Grantees performing architectural/engineering work with their own forces (force account) must receive prior approval in accordance with Federal Rules and Regulations 40 CFR 35.936-14 and Clean Water Grant Bulletin No. 29D.

The amounts listed on Page 2 of the grant offer for fees are estimates only and do not indicate approval of the professional subagreements or force account requests.

2. The Grantee shall demonstrate to the satisfaction of the Regional Administrator that he has or will have a fee simple or such other estate or interest in the site of the project and rights of access, as the Regional Administrator finds sufficient to assure undisturbed use and possession for the purpose of construction and operation for estimated life of the project, and in the case of projects serving more than one municipality, that the participating communities have such interests or rights as the Regional Administrator finds sufficient to assure their undisturbed utilization of the project for the estimated life of the project.
3. The Grantee will enact and enforce in each jurisdiction serviced by the treatment works project before the completion of construction, a sewer use ordinance or other legally binding requirement which:

PART III - GRANT CONDITIONS - Continued

- 1) Shall prohibit any new connections from inflow sources into the sanitary sewer portion of the sewer system, and
- 2) Shall ensure that new sewers and connections to the sewer system are properly designed and constructed.
4. The Grantee shall acquire and maintain any flood insurance made available to it under the National Flood Insurance Act of 1968, as amended. The insurance shall be in an amount at least equal to the total eligible project costs excluding cost of land and uninsurable improvements, or to the maximum limit of coverage made available under the National Flood Insurance Act of 1968, as amended, whichever is less, for the entire useful life of the project.

This condition shall not be applicable if, on the date of execution of the grant agreement by both parties, flood insurance was not available pursuant to the Flood Insurance Act of 1968, as amended, for property in the project location. This condition shall not be applicable if the project location is outside the boundaries of a special flood hazard area delineated on a Flood Hazard Boundary Map or Flood Insurance Rate Map which has been issued by the Department of Housing and Urban Development, Federal Insurance Administration. This condition shall not be applicable if the total value of improvements insurable under the National Flood Insurance Act is less than \$10,000.

5. The Grantee agrees to make payment to its contractor promptly after receipt of Federal sums due under this grant and to retain only such amounts as may be justified by specific circumstances and provisions of this grant or the construction contract.

Retained amounts shall be limited, except where greater retention is necessary under specific circumstances specifically provided for in the construction contract, to the following schedule:

- (a) retention of up to 10 percent of payments claimed until construction is 50 percent complete;
- (b) after construction is 50 percent complete, reduction of the total retainage to 5 percent of payments claimed, provided that the contractor is making satisfactory progress and there is no specific cause for greater withholding;
- (c) when the project is substantially complete (operational or beneficial occupancy), the retained amount shall be further reduced below 5 percent to only that amount necessary to assure completion of the contract work;
- (d) a cash bond or irrevocable letter of credit may be accepted in lieu of all or part of the cash retainage under (b) or (c) above.

PART III - GRANT CONDITIONS - Continued

The Grantee agrees to report to the Project Officer and promptly credit to the Federal share due under this grant the full amount of any interest earned, or if no such interest is earned, an imputed amount of interest at the prevailing rate, upon Federal sums paid to the Grantee, if payment to the contractor is unjustifiably delayed by the Grantee, its employees or representatives.

The Grantee agrees to include appropriate provision in each Step 3 construction contract to implement this prompt payment requirement.

The foregoing condition will not apply to the extent that it may be prohibited by any specific requirement of State or local laws or ordinances.

6. Should the discovery of a potential archeological or historical resource occur during construction, all work in the area of the find will stop and a qualified archeologist will be called in to evaluate the situation and make recommendations to the Cultural Resources Officer of the State Water Resources Control Board. Said Cultural Resources Officer will then determine what will be necessary for construction to proceed.
7. This grant may be terminated if any portion of the schedule for the project indicated below is not met, unless prior written waiver of the schedule has been obtained from the Division of Water Quality of the State Water Resources Control Board. This schedule in no way relieves the Grantee of the obligation to comply with the requirements of its waste discharge permit or NPDES permit.

Days after Grant Offer

Advertise for bids	<u>0</u>
Open bids	<u>14</u>
Award construction contract	<u>28</u>

PART III - GRANT CONDITIONS

8. Grantee agrees to construct a consolidated wastewater treatment project for the City of Half Moon Bay, Granada Sanitary District, and Montara Sanitary District, adequate to bring each of these entities into full compliance with applicable orders of the Regional Water Quality Control Board, San Francisco Bay Region. The project shall consist of:
 - (a) A newly constructed regional deepwater ocean outfall, to be located at Half Moon Bay, to dispose of the consolidated effluent flows of the City of Half Moon Bay, Granada Sanitary District, and Montara Sanitary District;
 - (b) Conveyance, tie-in and pumping facilities necessary to convey the effluent from said three entities to the site of the outfall or treatment plant at Half Moon Bay; and
 - (c) One, two, or three secondary treatment facilities adequate to meet all waste discharge requirements of the Regional Board applicable to said defendants, to be newly constructed or upgraded from existing facilities.
9. Construction of the regional ocean outfall shall begin by July 20, 1979, and shall be completed by December 1, 1979. On completion of the new ocean outfall, use of the existing Half Moon Bay outfall shall be discontinued and that outfall shall be rendered inoperable.
10. Construction of the conveyance and tie-in facilities and the reclaimed wastewater pipeline shall begin by July 20, 1979, and shall be completed by June 30, 1980.

 On or before December 15, 1979, grantee shall submit to the State and Regional Boards a proposal for the funding and construction of the treatment facilities which are part of the project, together with all necessary supporting documentation and a time schedule for construction of the treatment facilities. Grantee and the State Board, with the concurrence of the Regional Board, shall agree on a time schedule for all steps necessary to the design and construction of the treatment facilities, and such agreement shall be incorporated into the conditions of this grant. The time schedule will require the entire project to be constructed and in operation before July 1, 1983. In the event grantee, the State Board and the Regional Board are unable to agree on a time schedule as provided in this paragraph, such a time schedule shall be prescribed on noticed motion, by a Judge of the Santa Clara County Superior Court in Action No. 424949, People of the State of California v City of Half Moon Bay, et al. Any time scheduled so prescribed shall require the entire project to be constructed and in operation before July 1, 1983.
11. Any of the dates contained in paragraphs 9 and 10 including the dates to be agreed upon or prescribed as provided in paragraph 10, may be extended either (a) in writing between grantor and grantee, with the prior express written concurrence of the Regional Board; or (b) by the Regional Board on a showing of good cause made by grantee; provided further that any application by grantee for an extension from the Regional Board shall be filed, together with all supporting information, no later than sixty days prior to the date sought to be extended, unless the Regional Board finds that the

PART III - GRANT CONDITIONS

reason for requesting the extension was not reasonably foreseeable 60 days prior to the date. Within fifteen days following the denial by the Regional Board of any request for extension as herein provided, grantee may seek an extension by noticed motion and on a showing of good cause, from a Judge of the Santa Clara County Superior Court in Action No. 424949. In any such motion, the State Board shall have the right to appear, and it, as well as the Regional Board shall be bound by a judicial determination of good cause.

12. Grantee shall be liable to reimburse EPA and the State Board as provided by and to the extent set forth in state and federal statutes and regulations.
13. As a condition precedent to the payment of any Step 3 grant to SAM, grantee agrees to enter into specific and binding contracts, in a form to be approved in advance by grantor, with each of its constituent entities whereby each such entity agrees to guarantee its allocate share of grantee's performance under this agreement, specifically including the reimbursement to grantee pursuant to paragraph 12 above.
14. It shall be the sole responsibility of grantee to obtain any and all permits and approvals necessary for the construction and operation of the project described herein, and to do so in sufficient time to meet the compliance deadlines set forth herein.
15.
 - (a) SAM has proposed to increase the size of the gravity interceptor sections of the conveyance pipeline (Step 3 Grant C-06-1058-110) by three inches in diameter (Schedule 1B Alternate of the Plans and Specifications opened May 16, 1979) in order to accommodate a greater future capacity through these sections of the pipeline than discussed in the Project Report and EIR. The capacity for the total SAM service area considered in the Project Report and EIR was 2.0 mgd average dry weather flow and a population of 22,000 people. If this modification to the pipeline design is constructed, SAM may not use the increase in capacity accommodated by the increased size of the gravity interceptor sections until January 1, 1988.
 - (b) This condition may be waived by EPA and the SWRCB if the grantee agrees to prepare an environmental document that is in compliance with state and federal environmental laws and regulations, addressing the extra capacity provided by the pipeline and demonstrates to the satisfaction of the SWRCB and EPA that the impacts of the extra capacity are mitigated.
 - (c) In the event that the conditions set forth in (a) and (b) are violated, the grantee will return to the SWRCB and EPA on demand by either agency all state and federal Step 3 grant funds for this project. Prior to making such a demand, the grantee shall be notified in writing and given a period not less than ninety (90) days in which to file the appropriate environmental document as outlined in (b) above.

b. SPECIAL CONDITIONS (Continued)

PART IV

NOTE: The Grant Agreement must be completed in duplicate and the Original returned to the Grants Administration Division for Headquarters grant awards and to the appropriate Grants Administration Office for state and local awards within 3 calendar weeks after receipt or within any extension of time as may be granted by FPA.

Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the automatic withdrawal of the grant offer by the Agency. Any change to the Grant Agreement by the grantee subsequent to the document being signed by the EPA Grant Award Official which the Grant Award Official determines to materially alter the Grant Agreement shall void the Grant Agreement.

OFFER AND ACCEPTANCE

The United States of America, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers a grant/amendment to the SEWER AUTHORITY MID-COAST for 75 % of all approved costs incurred up to and not exceeding \$ 2,624,250 for the support of approved budget period effort described in application (including all application modifications) Application for Federal Assistance included herein by reference.

ISSUING OFFICE (Grants Administration Office)

ORGANIZATION ADDRESS

EPA, Grants Administration Section
215 Fremont Street
San Francisco, CA 94105

AWARD APPROVAL OFFICE

ORGANIZATION ADDRESS

EPA, Water Division
215 Fremont Street
San Francisco, CA 94105

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

SIGNATURE OF AWARD OFFICIAL

TYPED NAME AND TITLE

Frank M. Covington
Director, Water Division

DATE

12 JUL 1979

This Grant Agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and grant regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the grantee organization, and (2) the grantee agrees (a) that the grant is subject to the applicable provisions of 40 CFR Chapter 1, Subchapter B and of the provisions of this agreement (Parts I thru IV), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by EPA to have been overpaid will be refunded or credited in full to EPA.

BY AND ON BEHALF OF THE DESIGNATED GRANTEE ORGANIZATION

SIGNATURE

TYPED NAME AND TITLE

GENERAL MANAGER

DATE



U. S. ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D. C. 20460

NOTIFICATION OF GRANT AWARD ACTION-Construction

(Note: Awards are subject to declination by applicant)

1. EPA OFFICE OF LEGISLATION CONTACT Pat Gaskins		TELEPHONE (202) 755-0488		2. GRANT AGREEMENT/AMENDMENT TO BE MAILED TO APPLICANT ON OR AFTER 07/12/79			
3. ISSUING OFFICE EPA, Region IX, San Francisco, CA 94105				4. LOG NUMBER C-NINE-352		5. DATE OF AWARD 07/12/79	
6. COMMUNITY REP OR PROJ DIRECTOR (Name, Title, Telephone) F. Mortensen General Manager (415) 726-5566				7. GRANTEE (Name, Street, City, State, ZIP Code, County, Cong. Dist.) Sewer Authority Mid-Coast 501 Main Street Half Moon Bay, CA 94019 San Mateo County Cong. Dist. 11			
8. PROJECT LOCATION (Areas impacted by project)						9. GRANTEE TYPE	
CITY/PLACE		COUNTY		STATE		CONGRESSIONAL DISTRICT	
						Special Unit	
10. COMMUNITY POPULATION 15,000		11. FIELD OF SCIENCE		12. PROJECT STEP 3		13. VENDOR CODE	
14. EPA CONTACT FOR PROJECT INFORMATION (Name, Title, Telephone) Jim Tjosvold Project Coordinator 552-6487 FTS				15. GRANT NUMBER C 061022 140		16. TYPE OF GRANT ACTION Continuation	
19. GRANT PROGRAM Construction Grants CFDA Program No. 66.				20. GRANT MAKING AUTHORITY (P.L. Title, Section) PL 92-500, Title II, Section 201			
21. FORMER AWARD \$		22. TOTAL PROJECT COST \$		25. FORMER ELIGIBLE COST \$		26. FORMER AWARD \$	
THIS ACTION \$		23. TOTAL BUDGET COST \$		CHANGE IN ELIGIBLE COST \$		THIS ACTION \$ 2,624,250	
AMENDED TOTAL \$		24. UNEXPENDED PRIOR YR. BAL. \$		CURRENT ELIGIBLE COST \$ 3,499,000		AMENDED TOTAL \$	
27. PROJECT TITLE AND DESCRIPTION Construction of an ocean outfall Unit 4.							
28. OTHER INFORMATION							
29. FISCAL DATA							
PROGRAM ELEMENT	FY	APPROPRIATION	DOCUMENT CONTROL NO.	ACCOUNT NO.	OBJ CL	OBLIG AMT	
ABA 779	78	68X0103	C00184	Y779092002	41.11	\$2,624,250	

GRANT PACKAGE RELEASE

I, James Tjosvold, from SWRCB,

do take responsibility for hand-delivering the C-06 1022-110, 140

Step 3 grant packages from EPA, Region IX, to the
Grantee (Sewer Authority Mid-Coastside).

James Tjosvold
(signature)

7/12/79
(date)